

MEMORANDUM FOR: Deputy Director (Support) **12 April 1956**

**SUBJECT: Draft of Contract Prepared by Public Buildings
Service**

1. Attached hereto is a draft of the Contract (prepared by Public Buildings Service) between Harrison and Abramovitz and the United States of America with the Administrator of General Services as Contracting Officer. CIA, FBS, and Harrison and Abramovitz have discussed the terms of this proposed Contract and they are acceptable by all parties.

2. FBS has requested the GSA Administrator to approve this fee and upon such approval will be prepared to route the proposed Contract for our approval and other coordination in FBS. It has been indicated by FBS that the GSA Comptroller will not coordinate or release a Contract to the Architect-Engineer for their signature until CIA funds have been transferred to the GSA and/or FBS.

STAT

/s/
[Redacted]
Chief, Building Planning Staff

Enclosure
Draft of Contract

Distribution:

- 0 - DD/S
- 1 - General Counsel
- ① - Comptroller
- 1 - FBS chrono
- 1 - FBS subject

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OL/MS: [Redacted] sec (12 April 1956)

GS-40-2-5577
Negotiated Contract Number

GENERAL SERVICES ADMINISTRATION
Public Buildings Service - Washington, D. C.

CONTRACT FOR PROFESSIONAL SERVICES

Harrison and Abramowitz
Contract Architect

Headquarters Building
Central Intelligence Agency
Name of Project

Langley, Virginia
Location

44-102
Project Number

\$2,751,300
Fee

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On this _____ day of _____ 1956,
the United States of America (herein called the Government),
acting by and through the Administrator of General Services
(herein called the Contracting Officer) and Harrison and
Abramovitz, a partnership consisting of Wallace K. Harrison and
Max Abramovitz, with an address of 630 Fifth Avenue, New York 20,
New York, (herein called the Contract Architect) agree as follows:

ARTICLE I. Project

The project is identified as follows:

(Name)	Headquarters Building Central Intelligence Agency
(Location)	Langley, Virginia
(Project Number)	44-122

DESCRIPTION:

This project will consist of a new building or buildings
(fire resistant and air conditioned) to house the Headquarters
staff of CIA in accordance with a program of requirements de-
veloped by the CIA based on approximately 1,520,000 square feet
of net assignable space.

This project must also include a complete steam generating
plant for heating and other requirements; a garage building for
storage and servicing of 10 cars; a site development for the approx-
imately 140 acres including access and site roads, sidewalks, park-
ing area for 4,000 cars, lighting and fencing; and all utilities
necessary for the operation and proper function of the entire
project; and landscaping.

Adjustment in these requirements shall be made at the
diagrammatic sketch stage.

ARTICLE II. Scope of Services

The Contract Architect shall perform all professional
services necessary for planning and designing the project, in-
cluding the following:

- (a) Schematic Drawings (presenting several schemes
for possible development of the project);
- (b) Diagrammatic Sketches and Documents;
 - (1) Diagrammatic sketches, including preliminary
site plans showing approximate location of
buildings and facilities and proposed land use.

- (2) Preliminary perspective sketch;
 - (3) Block model of the building;
 - (4) General description of the project to indicate quality and standards;
 - (5) Square feet estimate of cost;
 - (c) Tentative Sketches and Documents;
 - (1) Tentative sketches;
 - (2) Project directive;
 - (3) Standard estimate of cost by trades;
 - (d) Detail model of the building;
 - (e) 25% completion working drawings;
 - (f) Intermediate working drawings including landscape plans and estimates of cost;
 - (g) 75% completion working drawings;
 - (h) Final working drawings and specifications;
 - (i) The Contract Architect shall:
 - (1) Notwithstanding instructions in Chapter IV of "Instructions to Contract Architects," hereinafter more specifically identified, furnished 10 sets of prints of items (b) (1); (c), (1); (f) and (h); and 4 sets of prints of items (a), (e) and (g).
 - (2) Furnish time schedule and progress reports of his work;
 - (3) Prepay shipping charges on all charts, sketches, drawings, and documents he sends to the Contracting Officer;
- and after the award of the construction contract;
- (4) Prepare any additional explanatory drawings required;
 - (5) Prepare full-size detail drawings;
 - (6) Check and approve shop drawings;
 - (7) Recommend approval of architectural material samples;
 - (8) Approve architectural models; and
 - (9) Recommend approval of sculptural models.

(j) Supervision. The Contract Architect will provide, for the duration of the construction work, one architect-engineer, one mechanical engineer and one electrical engineer. These personnel will be assigned to the project to aid, assist and make recommendations to the Government Construction Engineer in charge of the project.

The Contract Architect's personnel will not furnish directions to the construction contractor or any of his personnel.

(k) Ownership. All drawings, specifications, and other documents furnished under the contract, shall be the property of the Government.

ARTICLE III. Fee and Payment.

The Government shall pay the Contract Architect a fixed fee of \$1,751,300 which shall constitute full compensation for all services and material outlined in Articles II and V, except as provided in Articles IV, VI and IX. The fee shall be paid as follows and each installment, or portion thereof as provided by Article I (c), shall be in full and final settlement for all work performed thereunder:

(a) \$132,880 when the documents required by Article II (a) and (b) are approved;

(b) \$232,540 when the documents required by Articles II (c) and (d) are approved;

(c) \$249,150 when the documents required by Article II (e) are approved;

(d) \$249,150 when the documents required by Article II (f) are approved;

(e) \$332,200 when the documents required by Article II (g) are approved;

(f) \$332,200 when the documents required by Article II (h) are approved.

(g) \$132,880 when the Contracting Officer finds that the Contract Architect has satisfactorily completed all the services required by items (4) through (9) inclusive of Article II (i);

(h) \$90,300 when the Contracting Officer finds that the Contract Architect has satisfactorily completed all the services required.

(i) Prior to the payment under (h) of this Article, the Contract Architect shall furnish the Government with a release of all claims against the Government under this contract, other than such claims as the Contract Architect may exempt. He shall describe and state the amount of each exempted claim.

(j) The Contract Architect shall have no duties or responsibilities in connection with any furniture or furnishings that are supplied and installed by the Government, and shall receive no compensation on account thereof.

ARTICLE IV. Consultations.

The Contracting Officer may require the Contract Architect to furnish consulting services in connection with the project beyond those paid for by the fixed fee. If so, the Government shall pay the Contract Architect as provided in this Article: Provided, That the Contract Architect shall not get any per diem fee for consultations about changes or revisions in the drawings or documents that the Contracting Officer finds are required because of deficiencies for which the Contract Architect is responsible.

The Government shall pay the Contract Architect for consulting services, authorized by the Contracting Officer, as follows:

(a) If the services are performed in the city where the architectural work is done, at the rate of \$35.00 per day.

(b) If the services are performed at any other place, at the rate of \$35.00 per day from the time he leaves said city until he returns thereto, together with travel and subsistence expenses in accordance with the laws and regulations applicable to Government employees: Provided, That in lieu of actual subsistence expenses, the Government shall pay the Contract Architect not in excess of \$12.00 per authorized person for each day in travel status.

(c) Any of the representatives of the Contract Architect acceptable to the Contracting Officer may furnish the consulting services.

ARTICLE V. Travel.

Except as provided in Article IV hereof, all travel required to be performed in connection with the services to be rendered under this contract, shall be without additional expense to the Government.

ARTICLE VI. Revisions.

(a) Without additional fee, the Contract Architect shall correct or revise the drawings and documents until the Contracting Officer approves them in writing.

(b) The Government will pay an additional fee for changes or revisions required by the Contracting Officer after approval of any material submitted: Provided, That the Government will not pay additional fee for any corrections or revisions (even though required after approval of any material submitted) if the Contracting Officer finds that such requirements resulted from deficiencies for which the Contract Architect was responsible.

(c) Such additional fee shall be the actual amount the Contract Architect pays for technical services of engineers, draftsmen, and other technical personnel, and payments required by law. To the total of those payments, there shall be added an amount equal to one and one-fourth times the total of such payment to cover in full the Contract Architect's supervision, overhead, and profit. The rate the Contract Architect pays for technical services shall not exceed the current rate for comparable services in his office, or in other offices in that area.

(d) The Contracting Officer may change the basic requirements of the project. If, in the opinion of the Contracting Officer, this requires major revision or abandonment of drawings or other documents, the Government shall pay the Contract Architect for such revisions or for new drawings or documents required to replace those abandoned, an amount to be agreed upon by the parties hereto.

ARTICLE VII. Data and Services Furnished by Government.

The Government will furnish:

(a) Surveys, descriptive soil data, and information on existing utilities;

(b) Program of requirements;

(c) Public Buildings Service Handbooks; design data; standard details; specification forms; and other information;

(d) The Government will:

(1) Review all material submitted by the Contract Architect.

- (2) Confer with and obtain approvals of the Central Intelligence Agency.
- (3) Duplicate the approved final working drawings, specifications, and full-size details.
- (4) Obtain bids, award contracts, approve material samples, and supervise and administer construction of the project.

ARTICLE VIII. Handbooks.

The Contract Architect warrants that he has read the General Services Administration, Public Buildings Service Handbooks entitled "Instructions to Contract Architects" dated August 1, 1946, and Amendment No. 1, thereto, dated April 1, 1950; also "Drawing Requirements Handbook" dated May 1, 1947. These Handbooks, by reference, are made a part of this contract.

ARTICLE IX. Additional Survey or Subsoil Information.

If additional survey or descriptive subsoil information is required, the Contracting Officer may direct the Contract Architect in writing to obtain it. For this work the Government will pay the Contract Architect an amount to be mutually agreed upon.

ARTICLE X. Abandonment, Deferment or Termination.

(a) The Contracting Officer may abandon or indefinitely defer the work at any time he finds it expedient or necessary.

(b) If in the opinion of the Contracting Officer, the Contract Architect violates any terms or conditions of this contract, or his conduct may jeopardize the Government's interest, the Contracting Officer may terminate this contract by written notice to the Contract Architect.

(c) If the work is abandoned or deferred or the contract terminated by the Contracting Officer, the Government shall pay the Contract Architect that proportion of his installment fee that the amount of acceptable work he has actually done on his current submission of work bears to the whole of that submission. Payment by the Government of such compensation shall be in full and final settlement for all work performed by the Contract Architect. After such payment, all charts, sketches, drawings, and other documents, whether finished or not, shall become the property of the Government.

ARTICLE XI. Disputes.

Except as otherwise provided in this contract, any dispute arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contract Architect. Such decisions shall be final and conclusive with respect to questions of fact unless within thirty days from the date of receipt of such copy, the Contract Architect appeals therefrom by mailing or otherwise furnishing to the Contracting Officer a written appeal addressed to the Administrator of General Services. The decision of the Administrator of General Services or his duly authorized representative shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. Nothing in this "Disputes" clause shall be construed as making final an administrative decision on a question of law. In connection with any appeal under this "Disputes" clause the Contract Architect shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, including adjudication of any litigation in connection with such decision, the Contract Architect shall proceed diligently with the performance of his contract and in accordance with the Contracting Officer's decision or any modification thereof which may be made hereunder.

ARTICLE XII. Covenant Against Contingent Fees.

The Contract Architect warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contract Architect for the purpose of securing business. For the breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XIII. Officials Not to Benefit.

No member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

ARTICLE XIV. Examination of Records.

(a) The Contract Architect agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three years after final payment under this contract have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contract Architect involving transactions related to this contract.

(b) The Contract Architect further agrees to include the following provisions, with appropriate insertions, in all his subcontracts hereunder:

"(Name of Subcontractor) agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three years after final payment under prime contract (contract symbol and number) between the United States of America and the Contract Architect, have access to and the right to examine any directly pertinent books, documents, papers, and records of (Name of Subcontractor) involving transactions related to this contract."

ARTICLE XV. Nondiscrimination in Employment.

In connection with the performance of work under this contract, the Contract Architect agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rate of pay or other forms of compensation; and selection for training, including apprenticeship. The Contract Architect agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of the nondiscrimination clause.

The Contract Architect further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

ARTICLE XVI. Definition.

"Contracting Officer" as used herein shall mean the Contracting Officer or duly authorized representatives.

IN WITNESS WHEREOF, the parties hereto have executed
this contract as of the day and year first-above written.

WITNESSES:

HARRISON & ABRAMOVITZ

(Name)

By _____
(Partner)

(Address)

By _____
(Partner)

(Name)

(Address)

**THE UNITED STATES OF AMERICA
ADMINISTRATOR OF GENERAL SERVICES**

Administrator

This contract is negotiated pursuant to Public Law 152, 81st Congress, approved June 30, 1949, and is authorized by Public Law 161, 84th Congress, approved July 15, 1955, and Public Law 219, 84th Congress approved August 4, 1955.

TOP BOTTOM

UNCLASSIFIED

CONFIDENTIAL

SECRET

CENTRAL INTELLIGENCE AGENCY
OFFICIAL ROUTING SLIP

TO	NAME AND ADDRESS	INITIALS	DATE
1	CHIEF, BUDGET		
2			
3			
4			
5			
6			
	ACTION	DIRECT REPLY	PREPARE REPLY
	APPROVAL	DISPATCH	RECOMMENDATION
	COMMENT	FILE	RETURN
	CONCURRENCE	INFORMATION	SIGNATURE

Remarks:

FOLD HERE TO RETURN TO SENDER

FROM: NAME, ADDRESS AND PHONE NO.

DATE

COMPTROLLER

13 APR 56

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